

1.15 TELECOMMUTING

APPLICATION:

Full-time and part-time classified, and "at will" employees.

PURPOSE:

Permits agencies to designate employees to work at alternate work locations for all or part of their workweek in order to promote general work efficiencies.

AUTHORITY, INTERPRETATION, AND REVISION:

This SOP, issued by the Virginia Department of Social Services (VDSS) is an adaptation of Policy 1.61 issued by the Virginia Department of Human Resource Management (VDHRM) pursuant to authority provided in Chapter 10, Title 2.1, of the Code of Virginia. The Director of the VDHRM is responsible for official interpretation of this policy, in accordance with Section 2.1-114.5 (13) of the Code of Virginia. The Director of the VDSS' Division of Human Resource Management (DHRM), or designee, is responsible for the agency's interpretation of this SOP and for its revision and recision.

I. DEFINITIONS

A. Alternate Work Location

Approved work sites that may include employees' homes and satellite offices where official state business is performed.

B. Central Workplace

An employee's usual place of work.

C. Telecommuter

An employee who works away from his/her central workplace part of the workweek, either at home or at another agency-designated or approved remote work location.

D. Telecommuting

A work arrangement in which supervisors direct or permit employees to perform their usual job duties away from their central workplace, in accordance with their same performance expectations and other approved or agreed-upon terms.

E. Work Agreement

The written agreement that details the terms and conditions of an employee's work away from his/her central workplace.

F. Work Schedule

The employee's hours of work in the central workplace and in alternate work locations.

II. GENERAL PROVISIONS

Each agency that permits telecommuting must establish internal policies and procedures related to telecommuters.

A. Agency Designates Position/Employee

The VDSS' Senior Management Staff has discretion to designate:

1. Positions with job duties that can be performed at alternate work locations; and
2. Those employees who are eligible to become telecommuters.

To the extent possible, the Senior Management and the employee should mutually agree upon telecommuting arrangements. However, the VDSS may require employees to telecommute if there is a business necessity for doing so. A copy of the telecommuting work agreement will be approved and filed with the VDSS/DHRM prior to implementation.

B. Conditions of Employment

Policies and procedures that normally apply to the workplace remain the same. Telecommuting assignments do not change the conditions of employment or required compliance with policies.

C. Compensation and Benefits

An employee's compensation and benefits will not change when he/she telecommutes.

D. Hours of Work

The total number of hours that employees are expected to work will not change, whether they are worked at the central or at the alternate work location. The VDSS' Senior Management Team must ensure that procedures are in place to track the work hours of employees who telecommute and to document the hours worked by employees covered by the Fair Labor Standards Act.

Employees agree to apply themselves to their work during work hours. Telecommuting is not intended to serve as a substitute for child or adult care. If children or adults in need of primary care are in the alternate work location during employees' work hours, some other individual must be present to provide the care.

E. Supervision

Supervisors may require telecommuters to report to a central workplace as needed for work-related meetings or other events or may meet with the telecommuter in the alternate work location as needed to discuss work progress or other work related issues.

F. Restricted-access Materials

VDSS' supervisors must grant permission in writing for telecommuters to work on restricted-access information or materials at alternate work locations. Telecommuters must agree to follow agency-approved security procedures in order to ensure confidentiality and security of data.

G. Termination of Agreement

The VDSS may terminate the telecommuting agreement at its discretion with two weeks' notice, unless extenuating circumstances exist.

H. Work Agreements

The VDSS' Senior Managers and employees must agree to the terms of telecommuting before an employee is permitted to work at an alternate work location.

I. Agency Responsibility

Work performed in alternate work locations is considered official state business; therefore, this agency may establish specific conditions that apply to employees working in alternate locations. This agency may want to include the conditions listed below in work agreements (also, see Attachment A for a sample agreement):

1. The duration of the agreement;
2. The work schedule and how it can be changed;
3. How leave will be requested and approved by the supervisors;
4. How routine communication between the employee, supervisor, co-workers, and customers will be handled;
5. Employee's performance plan/expectations;
6. The equipment and/or supplies that will be used, and who is responsible for providing and maintaining them;
7. Any applicable data security procedures; and
8. Safety requirements and how inspections will be handled (See Attachment B).

The VDSS may wish to include additional conditions in its work agreements, as it deems necessary.

The VDSS may be liable for job-related injuries or illnesses that occur during employees' agreed-upon work hours in their alternate work locations.

J. Employee Responsibility

Conditions that the VDSS may require of employees include the following:

1. To comply with State and VDSS rules, policies, practices and instructions;
2. To use VDSS provided equipment/supplies only for business purposes, and to notify this agency immediately when equipment malfunctions;
3. To notify their supervisors immediately of any situations which interfere with their ability to perform their jobs;
4. To practice the same safety habits they would use in the VDSS and to maintain safe work conditions;
5. To allow designated agency persons to inspect the alternate work location during established work hours to determine that the work space is safe and free from hazards;
6. To notify the VDSS immediately of any injury incurred while working;
7. To absolve the agency from liability for damages to real or personal property resulting from participation in the telecommuting program; and
8. To be responsible for the security of information, documents, and records in their possession or used during telecommuting, and not to take restricted-access material home without the written consents of their supervisors.

These conditions/requirements also may be included in work agreements.

III. Use of State Equipment/ Supplies

A. Telephones

Costs – The VDSS will use appropriated funds to pay for leased telephone lines, installation, and basic service in telecommuters' alternate work locations.

The VDSS will reimburse employees for business-related long distance calls made from their personal telephones.

B. State-owned Equipment

1. Authorized use/users - State-owned equipment may be used only for legitimate state purposes by authorized employees who have prior supervisory approval, and who are responsible for protecting it from damage and unauthorized use.
2. Maintenance - State-owned equipment, used in the normal course of employment, will be maintained, serviced, and repaired by the state.
3. Transporting/Installing – This agency must stipulate who is responsible for transporting and installing equipment, and for returning it to the central workplace for repairs or service.

C. Employee-owned Equipment

Telecommuters may not use their own equipment. The VDSS will not assume responsibility for the cost of equipment not provided by the agency, or for its repair or service.

VIRGINIA DEPARTMENT OF SOCIAL SERVICES TELECOMMUTING WORK AGREEMENT

The following constitutes an agreement on the terms and conditions of telecommuting between:

Virginia Department of Social Services

Agency

Date

Employee

Date

1. Employee agrees to participate in telecommuting and to adhere to applicable guidelines and policies. ☐ YES ☐ NO
2. The Virginia Department of Social Services concurs with employee participation and agrees to adhere to applicable guidelines and policies.
☐ YES ☐ NO
3. Employee agrees to participate in telecommuting for an initial period not to exceed one year, beginning _____ and ending _____.
4. A copy of the Telecommuting Policy has been given to the employee.
☐ YES ☐ NO

WORK LOCATION/SCHEDULE

1. Employee's central workplace is: _____
2. Employee's alternate work location is at: _____

3. At the central workplace, employee's work hours will normally be from _____ to _____, on the following days:

4. At the alternate work location, employee's work hours will normally be from _____ to _____, on the following days:

5. Employee's time and attendance will be recorded the same as performing official duties at the central workplace.

6. Supervisors will maintain a copy of telecommuter's work schedule, and employee's time and attendance will be recorded the same as if performing official duties at the central workplace.

Employee's Initials: _____

VIRGINIA DEPARTMENT OF SOCIAL SERVICES TELECOMMUTING WORK AGREEMENT

WORK STANDARD/PERFORMANCE

1. Employee will meet with the supervisor to receive assignments and to review completed work as necessary or appropriate.
2. Employee will complete all assigned work according to work procedures mutually agreed upon by the employee and the supervisor, and according to guidelines and expectations stated in the employee's performance plan.
3. Supervisor will evaluate employee's job performance according to the employee's performance plan (on EWP form).
4. Employee agrees to limit performance of his/her officially-assigned duties to the central workplace or agency-approved alternate work location. Failure to comply with this provision may result in loss of pay, termination of the telecommuting agreements, and/or appropriate disciplinary action.

COMPENSATION/BENEFITS

1. All salary rates, leave accrual rates, and travel entitlements will remain as if the employee performed all work at the central workplace.
2. An employee who works overtime that has been requested by his/her supervisor and approved in advance will be compensated in accordance with applicable law and state policy.
3. The employee understands that his/her supervisor will not accept the results of unapproved overtime work. By signing this form, the employee agrees that failing to obtain proper approval for overtime work may result in his/her removal from telecommuting and/or appropriate action.
4. The employee must obtain supervisory approval before taking leave in accordance with established office procedures. By signing this form, the employee agrees to follow established procedures for requesting and obtaining approval of leave.

EQUIPMENT/EXPENSES

1. An employee who borrows agency equipment agrees to protect such equipment in accordance with agency guidelines. State-owned equipment will be served and maintained by the agency.
2. If the employee provides their own equipment, the employee is responsible for servicing and maintaining it.
3. Neither the agency nor the state will be liable for damages to an employee's personal or real property during the course of performance of official duties or while using state equipment in the employee's residence.
4. Neither the Virginia Department of Social Services nor the state will be responsible for operating costs, home maintenance, or any other incidental costs (e.g., utilities) associated with the use of the employee's residence.

Employee's Initials: _____

VIRGINIA DEPARTMENT OF SOCIAL SERVICES TELECOMMUTING WORK AGREEMENT

SAFETY

1. Employee is covered by the appropriate provisions of the Commonwealth's Workers' Compensation Program or the Virginia Sickness and Disability Program (VSDP), as appropriate, if injured while performing official duties at the central workplace or alternate work location.
2. Employee agrees to certify that the work location is safe and free from hazards.
3. Employee agrees to bring to the immediate attention of his/her supervisor any accident or injury occurring at the alternate work location.
4. Supervisor will investigate all accident and injury reports immediately following notification.

CONFIDENTIALITY/SECURITY

Employee will apply approved safeguards to protect agency or state records from unauthorized disclosure or damage, and will comply with the privacy requirements set forth in the state law and the Department of Human Resource Management's Policies and Procedures Manual.

INITIATION AND TERMINATION OF AGREEMENT

1. Employee agrees to adhere to applicable guidelines and policies.
2. The Virginia Department of Social Services concurs with employee participation and agrees to adhere to applicable policies and procedures.
3. Employees may terminate participation in telecommuting at any time unless it was a condition of employment. Two weeks notice to the agency is recommended unless extenuating circumstances exist.
4. Agency may terminate employee's participation in telecommuting at any time. (Employees may be withdrawn for reasons to include, but not limited to, declining performance and organizational benefit). Two weeks notice to the employee is recommended when feasible.

Employee's Initials: _____

**VIRGINIA DEPARTMENT OF SOCIAL SERVICES
TELECOMMUTING WORK AGREEMENT**

State-owned or leased equipment has been issued to the employee and has been documented by the agency.

	Issued	Date	Documented	Date
Computer				
Modem				
Fax Machine				
Telephone				
Desk				
Chair				
File Cabinet				
Other				
Other				

Supervisor

Date

Employee

Date

Virginia Department of Social Services Head (or Designee)

Date

Employee's Initials: _____